

Southwick-Tolland- Granville Regional Agreement

August 16, 2011

**Southwick-Tolland-Granville Planning
Committee**

Changes and amendments to the current agreement between the Towns of Southwick and Tolland, MA.
The changes and amendments are designed to include the Town of Granville to join the k-12 Regional
School District.

AGREEMENT BETWEEN THE TOWN OF SOUTHWICK, THE TOWN OF TOLLAND
AND THE TOWN OF GRANVILLE WITH RESPECT TO THE FORMATION OF A K-12
REGIONAL SCHOOL DISTRICT.

This agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended and supplemented, between the Town of Southwick, the Town of Tolland, and the Town of Granville, hereinafter sometimes referred to as the member towns for the establishment of a regional school district, hereinafter sometimes referred to as the District. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I – THE REGIONAL SCHOOL DISTRICT COMMITTEE

(A) Composition

- a. The powers and duties of the regional school district shall be vested in and exercised by a regional school district committee, hereinafter sometimes referred to as the Committee. The Committee shall consist of seven (7) members with five (5) from Southwick, one (1) from Tolland and one (1) from Granville. Members of the Committee must be residents of their respective town and are elected by the individual town.
- b. Members will be elected at the annual town elections in each town and will take office after the last town meeting of all three towns is adjourned. Members shall serve until their respective successor members are appointed or elected and qualified

(B) Voting

- a. In voting on all matters, each member of the committee from Southwick shall cast one (1) vote with the weighted average of 16.4 votes; five (5) votes times 16.4 equals 82 in total, the member from Tolland shall cast one (1) with a weight of 4 votes; one (1) vote times 4 equals 4 in total, and the member from Granville shall cast one (1) vote with a weighted average of 14 votes; one (1) vote times 14 equals 14 in total. There will be 100 votes that can be cast by the Committee members. The following represents calculations for the regional school district scheduled to begin on July 1, 2012. All other calculations will be reviewed on a ten year basis according to U.S. Census reports.

b.

	<u>Population (April 2011)</u>	<u>Percent</u>
1. Southwick	9,689	82.12%
2. Tolland	465	3.95%
3. Granville	1,644	13.93%
TOTAL	11,798	100%

c. **Southwick:**

$82.12\% \times 100 = 82.12$ rounded to 82 divided by 5 = 16.4 per member

d. **Tolland:**

$3.95\% \times 100 = 3.95$ rounded to 4 votes per member

e. **Granville:**

$13.93\% \times 100 = 13.93$ rounded to 14 votes per member

- f. The number of votes allocated to each town is based on the total population of individual towns.
- g. The allocation of votes will be reviewed every ten years using Federal Census data for each town.

(C) Transition Committee

- a. Within fourteen days after the establishment of the regional school district, a seven (7) member Regional Transition School Committee will be established. The Southwick-Tolland Regional School Committee shall appoint six (6) members from its own membership with five (5) members from Southwick and one (1) member from Tolland. The Granville School Committee shall appoint one (1) member from its own membership.
- b. The Superintendent of Southwick-Tolland Regional District will post and call to order the first meeting of the Transition Committee at which time the Committee will elect a Chair and Vice-Chair. At the same meeting or at any other meeting, the Committee shall appoint a Treasurer and a Secretary who may be the same person but who need not be members of the Committee. The Committee shall fix the time, place for its regular meetings, and provide for the calling of special meetings.
- c. The Southwick-Tolland Regional School District superintendent shall serve as the superintendent for the Transition Committee.
- d. The voting will be the same as described in the voting section of this agreement.
- e. The Transition Committee will serve until June 30, 2012.
- f. Any vacancies will be filled by the existing Southwick-Tolland School Committee or the Granville School Committee depending where the vacancy exists.
- g. The newly elected Regional School Committee shall take office on July 1, 2012 and thereafter according to Section 1, Part A of this agreement.

(D) Powers of the Transition School Committee

- a. A transition period will be established and will extend from the date of the appointment of the transition school committee as indicated in Section 1 C through June 30, 2012.
- b. During the Transition Period, the Transition Committee shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the Regional School District, including but not limited to the following:
- c. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the Transition Period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
- d. The power to establish and adopt policies for the Regional School District.
- e. The power to employ a Superintendent, Treasurer, Chief Financial Officer, and Director of Special Education, as well as the power to authorize the Superintendent to employ other personnel as needed.
- f. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all of these powers being able to be exercised on behalf of the Regional School District.
- g. The power to adopt budgets for the region for the Transition Period and for the first year of the Regional School District, and to assess the member towns for these budgets.
- h. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.
- i. The power to appoint a Regional School Building Committee.
- j. The power to develop and adopt a strategic plan for the Regional School District.
- k. The power to appoint subcommittees.
- l. The responsibility for transportation for the regular education students.
- m. The power to determine a name and seal for the district.
- n. All the powers and duties conferred by law upon school committees in accordance with Chapter 71, Section 16.

(E) Election of Members

- a. All terms of the current Southwick-Tolland Committee and the Granville School Committee will end on June 30, 2012. Members of the committee shall be elected as follows:
- b. The Town of Tolland shall elect one member for a three year term beginning July 1, 2012
- c. The Town of Southwick shall elect members as follows:
- d. In 2012 Southwick shall elect two members for one-year terms;
- e. In 2012 Southwick shall elect two members for two-year terms;
- f. In 2012 Southwick shall elect one member for a three-year term.
- g. In the Town of Granville, one member will be elected for a three-year term beginning in July of 2012.
- h. At each subsequent annual town elections held in a year in which the term of a member expires, his or her successor shall be elected for a three-year term.

(F) Vacancies

- a. If a vacancy occurs in the initial or any subsequent Committee, such a vacancy shall be filled as follows:
- b. A Tolland vacancy shall be filled by appointment by the Tolland Board of Selectmen of a member to serve for the balance of the unexpired term.
- c. A vacancy from Southwick shall be filled by appointment by a joint committee consisting of the remaining Southwick members of the Committee and the Southwick Board of Selectmen for the balance of the unexpired term.
- d. A Granville vacancy shall be filled by appointment by the Granville Board of Selectmen of a member to serve for the balance of the unexpired term.

(G) Organization

- a. Promptly upon the election of school committee members in 2012 and annually thereafter upon the appointment or election and qualification of successors, the Committee shall organize and elect a chairperson and a vice chairperson from its own membership. At the same meeting or any other meeting, the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the term of offices of its officers (except the chairperson and vice chairperson who shall be elected as provided above) and prescribe the powers and duties, if any, of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.
- b. The Southwick-Tolland Superintendent and Central office administration will continue to serve under existing contracts for the new regional school district. At the expiration of those contracts, the new regional school committee shall be responsible for negotiating all subsequent contracts.

(H) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and other such powers and duties as are specified in Section 16 to 16I, inclusive of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(I) Quorum

The quorum for the transaction of business at meetings of the Committee shall be at least four members whose vote value equals 51 or more votes.

SECTION II – TYPE OF REGIONAL DISTRICT SCHOOLS

The regional district schools shall include all schools for pupils in grades kindergarten through twelve, inclusive, and shall also include any other grades and programs antecedent to kindergarten, as may be required by statute, or as may be authorized by statute and established by the Committee. The Committee is also authorized, in its discretion, to establish and maintain state-aided vocational education programs, acting as trustees therefore in accordance with the provisions of Chapter 74 of the General Laws, as amended and supplemented.

SECTION III – LOCATION OF THE REGIONAL DISTRICT SCHOOLS

- A. The District schools shall be the schools presently located in the towns of Southwick and Granville.
- B. Any new schools constructed within the district shall be located at a site or sites determined by the Committee.
- C. Closure of any school within the regional school district shall not be done without:
 - a. A feasibility study conducted by the District's Central office one year in advance of the proposed closing. Under extraordinary circumstances, this timeline may be modified by a majority vote of the Regional School Committee with representatives from at least two towns voting to support the modified timeline.
 - b. A complete fiscal analysis to determine the cost savings, the impact on the regional budget, and the individual assessments to the member towns
 - c. A review of educational organizational schemes and their financial impact
 - d. A review of population trends to determine the long-term impact of the closing.
 - e. A public hearing held prior to the vote of the Regional School Committee.
- D. A vote to begin the study must have a two-thirds majority vote.
- E. A vote to close the school shall require a two-thirds majority vote of the Regional School Committee with representatives from at least two towns voting to support closure. The vote shall be held at a regularly scheduled school committee meeting.
- F. Closure is defined as no longer assigning students to a particular school. The town affected by the Regional School Committee vote still maintains control and ownership of the facility and may utilize the facility as it sees fit.

SECTION IV – APPORTIONMENT OF EXPENSES AMONG THE MEMBER TOWNS

(A) Classification of Costs

For the purpose of apportioning the assessments levied by the District against member towns, costs shall be divided into two categories: (1) Capital costs; and (2) Operating costs.

(B) Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings and related premises, including without limitations the cost of the original equipment and furnishings for such buildings and additions as may be constructed or reconstructed, together with the cost of plans, architect's and consultants' fees, grading and other costs

incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include any payment of principal and interest on bonds, notes, or other obligations issued by the District to finance capital projects.

(C) Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B) but including interest on temporary notes issued by the District in anticipation of revenue.

(D) Apportionment of Capital Costs

Capital costs shall be apportioned to the member towns annually for the ensuing fiscal year on the basis of the respective percentages of the total amount of capital costs determined as follows:

Each member town's percentage share shall be computed in February 2012 and in February of each fifth year thereafter. Such percentages so computed shall be in effect for the five fiscal years next following the fiscal year in which the computation is made. The percentage share for each member town shall be determined by computing to the nearest one hundredth of one percent, one half the sum of (1) the ratio (expressed as a percentage) which the population of that town bears to the total population of all the member towns and (2) the ratio (expressed as a percentage) which the sum of the pupil enrollments from that town on October 1 of the five years next preceding the computation date bears to the sum of the pupil enrollments from all the member towns on October 1 of the same five years.

For the purpose of this subsection, the population of the member towns shall be the respective populations reported in the most recent federal census and the pupil enrollments shall be the number of pupils enrolled in the District schools, or receiving education at the expense of the District, from each respective member town on October 1 as reported to the Massachusetts Department of Elementary and Secondary Education on the statewide pupil census or, if there was no enrollment in the District Schools on any October 1, the number of pupils residing in the respective member towns and enrolled in any public school on such October 1, as reported to the Massachusetts Department of Elementary and Secondary Education on the statewide pupil census.

(E) Apportionment of Operating Costs

Apportionment costs shall follow the steps outlined in Section X – Budget, Parts A and C. Each town's per pupil percentage will be determined by computing to the nearest one-hundredth of one percent the ratio (expressed as a percentage) which the sum of the pupil enrollments from that town on October 1 of the five years next preceding the fiscal year for which the computation is made bears to the sum of the pupil enrollments from all the member towns on October 1 of the same five years. For the purpose of this subsection, pupil enrolment shall be the number of pupils residing in the respective member towns and enrolled in any public school on October 1, as reported to the Massachusetts Department of Elementary and Secondary Education on the statewide pupil census.

(F) Time of Payment of Apportionment Cost

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection X(E), of the capital and operating cost for the District. The annual share of each member town shall be paid Quarterly – Commencing August 1, continuing – Second-Quarter November 1, Third-Quarter – February 1, and Fourth-Quarter May 1.

(G) Incurring Debt

The Regional District may incur debt according to MGL Chapter 71, Massachusetts School Building Legislation, and any other applicable laws that pertain to regional school districts incurring debt.

(H) Current Debt

The current debt of the Southwick-Tolland Regional School District as of July 1, 2011 and the current debt of the Town of Granville held on items transferred to the Granville Public School District will now be assumed by the Southwick-Tolland-Granville Regional School District through the assessment process as described in this agreement noted in Section IV, (D)-Apportionment of Capital Costs.

SECTION V – TRANSPORTATION

- (A) The District shall provide school transportation, and the cost thereof shall be apportioned to the member towns as an operating cost.
- (B) The member towns are hereby authorized to transfer, without cost to the District, any school transportation vehicles or equipment, owned by the member towns that the Committee may require for the purpose of operating and maintaining the schools.
- (C) During the Transition period, the Transition Committee will be responsible for regular transportation for district students according Chapter 71, Section 16C.

SECTION VI – AMENDMENT

- (A) This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital cost of the District represented by bonds or notes of the District then outstanding and of interest thereon.
- (B) Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VIII), may be initiated by a vote of a majority of all the members of the Committee or by a petition signed by ten percent (10%) of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be majority vote at a town meeting as aforesaid.

SECTION VII- ADMENDMENTS/CHANGES TO AGREEMENT

All amendments to this regional agreement must be presented to the Commissioner of Elementary and Secondary Education in a timely manner prior to scheduled town votes. All amendments, including an amendment to add a new member or to provide for the withdrawal of an existing member is subject to the approval of the Commissioner. A new member may be admitted to, or an existing member withdraws from, a regional school district as of July 1 of any fiscal year, provided that all requisite approvals for such admission or withdrawal, including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.

SECTION VIII – WITHDRAWAL

- (A) The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect, and (2) that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for the interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District.
- (B) The Town Clerk from the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote.) Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitations contained in subsection VI (A) and subsection VIII (A). The secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen in each member town that the Committee has drawn up an amendment to the agreement providing for the withdrawal of a member town (enclosing a copy of such amendment.) The selectmen of each member town shall include in the warrant for the next annual town meeting or a special town meeting called for the purpose, an article stating the amendment or the substance thereof. An amendment is approved upon (a) its acceptance and approval by the Commissioner of Elementary and Secondary Education and, (b) its acceptance by all of the member towns. Acceptance by each town shall be by a majority vote at a town meeting as aforesaid.

- (C) Upon the effective date of withdrawal, the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.
- (D) Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose, and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

SECTION IX – NOTICE TO MEMBER TOWNS OF AUTHORIZATION TO INCUR DEBT

The Committee is authorized to incur debt for the purposes and terms specified in of M.G.L. c. 71, s. 14D and 16. Notice to member communities shall be in accordance with applicable statutes as described in Chapter 71. [Note: This language would require a 2/3 vote of the Committee in order to utilize the process contained in M.G.L. c. 71, s. 16(n).]

SECTION X – BUDGET

- (A) Apportionment of Operating Cost
The Apportionment is subject to Chapter 71, the Department of Elementary and Secondary's regulations, and this regional agreement.
- (B) During the transitional period, the Transition Committee will develop the FY 2013 budget for the new regional district using the statutory method according to Chapter 71, the Department of Secondary and Elementary Education's Regulations, and this regional agreement.
- (C) Beginning on July 1, 2012, the Regional School Committee shall convene a roundtable meeting with representatives of all three towns in November of each year. The purpose of this meeting is to discuss financial circumstances in the respective communities, and to enhance communication with the towns as the Regional School Committee develops an operating budget for the following year.
- (D) Apportionment of Operating Budget
 - a. For each fiscal year, the assessment of operating costs for each member town shall be determined using the Allocation Model as described in the following steps:

- i. The member's required Minimum Local Contribution to the District as determined by the Commissioner of Elementary and Secondary Education shall be established.
- ii. The total of the members' Minimum Local Contributions, total Chapter 70 to the District, Regional Transportation reimbursement, and other District Income shall be subtracted from the total operating costs for the district, and that excess shall be apportioned to each member based on the percentage of each member's share of the District Foundation Enrollment as of October 1st of the previous year.
- iii. The member's required Minimum Local Contribution shall be added to its share of the excess operating costs to determine its Annual Assessment.

(E) Tentative Maintenance and Operating Budget

Thereafter, on or before March 1st of each year, the Committee shall prepare a tentative maintenance and operating budget for the next fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital cost to be apportioned to the member towns in such fiscal year. Said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses or such other reasonable detailed classifications as the Committee may determine to be necessary.

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
8. Debt Service and Debt Retirement
9. Programs with Other Districts

Copies of such tentative budget shall be mailed to the chairperson of the finance or advisor committee of each member town, within seven days from the time said tentative budget has been prepared and tentatively approved by the Committee.

(F) Final Maintenance and Operating Budget

The Committee shall on or before April 1st in each year adopt an annual maintenance and operating budget for the fiscal year next following, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised by the member towns in order to meet the said budget in accordance with the provisions of subsection IV(D) and subsection IV(E). The amounts so apportioned for each member town shall, within seven days from the date on which the annual budget is adopted by the regional school district committee, be certified by the district treasurer to the treasurers of the member towns.

In the event the business session of the annual town meeting of any member town is to be held prior to April 29, the committee shall adopt an annual maintenance and operating budget for the fiscal year following not later than forty-five days prior to the earliest date on which the business session of the annual town meeting or any member town is to be held, but in any case, the Committee need not adopt such annual maintenance and operating budget prior to February 1.

(G) Approval

Approval of the annual budget shall be by the member towns as set forth by M.G.L. c. 71, § 16B.

SECTION XI – PUPILS

(A) Pupils Entitled to Attend the Regional School District School(s)

The Committee shall accept all children who reside in the member towns of the District and who are, by age or other standard of qualification as may be fixed by the Committee, or required by law thus qualified to attend.

(B) Admission of Pupils Residing Outside the District

- a. The Committee may accept for enrollment in the regional district schools, pupils from towns other than the member towns on a tuition basis, and upon such terms as it may determine. Income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under section IV to the member towns.
- b. School Choice students are not to be considered under this amendment.

SECTION XII – EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

All teachers in positions to be superseded by the establishment and operation of the District shall be given preferred consideration for similar positions in the regional district schools to the extent that such positions exist therein. The Superintendent of Schools, any teacher, or any other certified employee of the Southwick-Tolland Regional School Committee or Granville School Committee, who on the date of the organization of the District serves at the discretion of the Southwick-Tolland School Regional Committee and the Granville School Committee, and who is employed by the Committee within thirty days of the organization thereof as set forth in subsection I(G) shall continue to serve at the discretion of the Committee.

SECTION XIII – JURISDICTION

The establishment of the District shall not affect the obligation of the member towns to provide education in grades kindergarten through twelve, inclusive, and in other grades or programs antecedent to kindergarten as may be required by statute, or as may be authorized by statute and established by the school committees of the member towns, until such time as the Committee shall assume jurisdiction. The Committee shall assume jurisdiction over the education of pupils from the three member towns in those grades and programs as defined in Section II of this agreement upon the approval of this amendment and the establishment of the transition school committee as defined in Section 1C.

SECTION XIV – DISSOLUTION OF THE DISTRICT

In the event of the dissolution of the District, whether by the withdrawal of all but one of the member towns or otherwise, those revenues existing or receivable, real or other properties, fixed or tangible assets and materials, owned by or in possession of the District as of the date the District ceases to exist, shall be distributed and/or paid to those towns who were member towns on day prior to the date of such dissolution, upon a schedule of apportionment of distribution and/or payment to be fixed upon the basis of the relative respective contributions of operating and capital costs by the member towns to the District, while a member town of the District. Such revenues existing or receivable, real or other properties, fixed or other tangible assets and materials owned by the Towns of Southwick and/or Tolland prior to the formation of the District and/or described or defined in section XV of this agreement, or as may be described or defined in any other lease or agreement between the Committee and the Town of Southwick or the Town of Tolland which may become effective after the organization of the District is exempt from the provisions of this section, and from such distribution or payment as is set forth herein. Nothing in this section shall be construed to substantially impair the rights and obligations of the District, or its member towns as set forth in section VI and section VIII of this agreement. The Commissioner of the Department of Elementary and Secondary Education must approve the dissolution of the District.

SECTION XV – AUTHORIZATION TO LEASE CERTAIN BUILDINGS AND LAND TO THE DISTRICT

The inhabitants of the Town of Southwick, a municipal corporation situated in Southwick, Massachusetts, and the Town of Granville, a municipal corporation situated in Granville, Massachusetts, authorize the lease of the following described premises, and upon the following described terms and conditions of the District:

Premises described in:

- (A) Deed of Roscoe H. Gardner to the Town of Southwick, dated May 25, 1953 and recorded in Book 2242, Page 553 at the Hampden County Registry of Deeds;
- (B) Deed of Frank A. Ball, Jr., Joan N. Ball, Robert R. Ball, and Louise Ball to the Town of Southwick, dated October 24, 1956 and recorded in Book 2504, Page 576 at the Hampden County Registry of Deeds;
- (C) Deed of Edith S. Gallant, Hermen Lenk, and Anna Lenk to the town of Southwick, dated October 15, 1959 and recorded in Book 2707, Page 492 at the Hampden County Registry of Deeds;
- (D) Deed of Dorothy N. Peters, to the Town of Southwick, dated August 15, 1968 and recorded in Book 3358, Pages 193-195 at the Hampden County Registry of Deeds;
- (E) Deed of Wilbur E. Pendleton to the Town of Granville, dated February 17, 1933 and recorded in Book 1528, Page 333 at the Hampden County Registry of Deeds; also as shown in a plan entitled "Land in Granville surveyed for the Inhabitants of Granville" dated "7-25-1977" and recorded Hampden County Registry of Deeds in Book of Plans 175, Page 90.

The above premises include the Woodland School, Powder Mill School, Southwick High School, Granville Village School, and other structures situated upon the premises, and are subject to all easements and encumbrances of record.

The rental fee for all buildings that are used by the Regional School District shall be one dollar (\$1.00) per year per building, payable on September 1 of each year, except as hereinafter provided.

The lease or leases thus authorized shall be for a period or term not to exceed twenty (20) years, but in any event, shall not terminate before August 31, 2032, and shall include and contain provisions for the extension of said lease or leases for an additional period or term not to exceed twenty (20) years, at the option of the Committee, as authorized by and in conformity with Chapter 71, Section 14 (C) of the General Laws. The lease or leases shall contain provisions authorizing the District to repair, improve, alter and add to the buildings and premises or any part thereof. The District shall pay all expenses of maintaining and

operation the schools and keeping them in good repair during the term thereof, and shall insure at its expense the premises so leased.

The inhabitants of the Town of Southwick, a municipal corporation situated in Southwick, Massachusetts, and the inhabitants of the Town of Tolland, a municipal corporation located in Tolland, Massachusetts, and the inhabitants of the Town of Granville, a municipal corporation located in Granville, Massachusetts, jointly authorize the Committee to enter into a lease agreement and execute the same on behalf of the District, with the inhabitants of the Town of Southwick and the inhabitants of the town of Granville, for the lease of those premises described in this section, and upon such other conditions and requirements as the Committee and the Southwick Board of Selectmen and the Granville Board of Selectmen, who shall execute the lease or leases on behalf of said town(s), may deem advisable or expedient.

SECTION XVI – TRANSITION

This agreement shall take full effect in accordance with its terms upon the affirmative votes of the towns of Southwick, Tolland and Granville at town meetings held in each such town and the approval of the Commissioner of Elementary and Secondary Education. All obligations under contracts and agreements binding upon the member towns with respect to their school shall be assumed and carried out by the Committee on and after July 1, 2012, and be paid from such sums included in the District budget for the fiscal year commencing on that date or thereafter.

IN WITNESS WHEREOF this agreement has been executed as of the _____

SOUTHWICK –TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT PLANNING BOARD

For the Town of Southwick:
For the Town of Granville:
For the Town of Tolland:
For the COMMONWEALTH OF MASSACHUSETTS : The Commissioner of DESE:

ARCHIVAL OF ORIGINAL AGREEMENT

IN WITNESS WHEREOF this agreement has been executed as of the 17th day of June, 1988.

SOUTHWICK -TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT PLANNING
BOARD

For the Town of Southwick:		For the Town of Tolland:
<i>John M. Sinico</i>		<i>Richard M. Pustinger</i>
<i>Kenneth Haar</i>		<i>Mira K. Munson</i>
<i>Norman K. Storey</i>		
For the COMMONWEALTH OF MASSCHUSETTS EMERGENCY FINANCE BOARD		
APPROVED:		
DEPARTMENT OF EDUCATION		
<i>HAROLD RAYNOLDS, JR</i>		

SEE ATTACHED:

For purposes of the Regional School Archives, the following amendments will remain part of the Regional Agreement as amended to admit the Town of Granville as of July 1, 2012.

AMENDMENT ONE: JUNE 1989

Page 12

Also as it should now read.

AMENDMENT TWO: JUNE 1989

Page 5

Also as it should now read.

AMENDMENT THREE: Approved April & June 1996

Page 8

AMENDMENT FOUR: Approved May & June 1997

Page 9

AMENDMENT ONE:

ARTICLE 13..Voted that the Town delete the following last two paragraphs of Section XV from the Southwick-Tolland Regional Agreement as follows:

“Notwithstanding the lease of the foregoing premises, the Town of Southwick shall retain the right to finance and carry out to completion the projects for constructing originally equipping, and furnishing additions to the Woodland and Powder Mill Schools and remodeling, reconstructing or making extraordinary repairs to the Southwick Schools as authorized by the vote of the Town of Southwick Schools as authorized by the Town of Southwick adopted under Article 5 at the

Special Town Meeting held on May 19, 1987. Appropriate authorities of the Town of Southwick shall consult with the Committee so as to ensure that such construction will cause the least feasible disruption of school programs conducted in said schools.

In addition of the rental hereinbefore provided for, the Town of Tolland shall pay to the Town of Southwick in each year an amount equal to its share of the cost to Southwick of principal and interest paid on the bonds or notes issued by Southwick to finance such projects. At the time it apportions capital notes for each fiscal year, as provided in subsection IV (D), the Committee shall determine the amount of principal and interest which the Town of Southwick is obligated to pay during such fiscal year on such bonds and notes and shall deduct from this amount the State School Construction Grant payable to Southwick for such fiscal year. The net amount so determined shall be multiplied by Tolland's capital cost, apportionment percentage for such fiscal year, as calculated pursuant to subsection IV (D) shall be apportioned to Tolland separate from and in addition to other sums apportioned on account of the District's annual budget; and shall be paid directly by the Town Treasurer of Tolland to the Town Treasurer of Southwick in a single lump sum at least ten days before the first date of the fiscal year on which Southwick is obligated to make a payment on account of principal and interest on its school bonds or notes."

MAJORITY

The inhabitants of the Town of Southwick, a municipal corporation situated in Southwick, Massachusetts, and the inhabitants of the Town of Tolland, a municipal corporation located in Tolland, Massachusetts, jointly authorize the Committee to enter into a lease agreement and execute the same on behalf of the District, with the inhabitants of the Town of Southwick for the lease of those premises described in this section, and upon such other conditions and requirements as the Committee and the Southwick Board of Selectmen, who shall execute the lease or leases on behalf of said town, may deem advisable or expedient.

AMENDMENT TWO:

ARTICLE 14...Voted that the Town change the following article in the Southwick-Tolland Regional Agreement Section IV Subsection F – Time of Payment of Apportionment Cost – from twelve equal monthly payments commencing July 1 to: “Quarterly – Commencing August 1, continuing – Second-Quarter November 1, Third-Quarter – February 1, and Fourth-Quarter May 1.”

UNANIMOUS

ARTICLE To see if the Town will vote to amend or take any action thereon, the Southwick-Tolland Regional School District Agreement Section X, Item B which reads as follows;

Thereafter, on or before February 1st of each year, the Committee shall prepare a tentative maintenance and operating budget for the next fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital cost to be apportioned to the member towns in such fiscal year. The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses or such other reasonable detailed classifications as the Committee may determine to be necessary.

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Service
7. Acquisition of Fixed Assets
8. Debt Service and Debt Retirement
9. Programs with Other Districts

Copies of such tentative budget shall be mailed to the chairperson of the finance or advisory committee of each member town, within seven days from the time said tentative budget has been prepared and tentatively approved by the Committee

TO READ

Thereafter, on or before March 1st of each year, the Committee shall prepare a tentative maintenance and operating budget for the next fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital cost to be apportioned to the member towns in such fiscal year. The said budget shall be in reasonable detail including the amounts payable under the following classifications of expenses or such other reasonable detailed classifications as the Committee may determine to be necessary.

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Service
7. Acquisition of Fixed Assets
8. Debt Service and Debt Retirement
9. Programs with Other Districts

Copies of such tentative budget shall be mailed to the chairperson of the finance or advisory committee of each member town, within seven days from the time said tentative budget has been prepared and tentatively approved by the committee.

(Approved at Tolland Town Meeting in June 1996)

ARTICLE To see if the Town will vote to amend, or take any other action thereon, the Southwick-Tolland Regional School District Agreement Section X, Item C which reads as follows:

The Committee shall on or before March 1 in each year adopt an annual maintenance and operating budget for the fiscal year next following, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised by the member towns in order to meet the said budget in accordance with the provisions of subsection IV (D) and subsection IV (E). The amounts so apportioned for each member town shall, within seven days from the date on which the annual budget is adopted by the regional school district committee, be certified by the district treasurer to the treasurers of the member towns.

In the event the business session of the annual town meeting of any member town is to be held prior to April 29, the Committee shall adopt an annual maintenance and operating budget for the fiscal year following not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in any case, the Committee need not adopt such annual maintenance and operating budget prior to February 1.

TO READ

The Committee shall on or before April 1 each year adopt an annual maintenance and operating budget for the fiscal year next following, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised by the member towns in order to meet the said budget in accordance with the provisions of subsection IV (D) and subsection IV (E). The amounts so apportioned for each member town shall, within seven days from the date on which the annual budget is adopted by the regional school district committee, be certified by the district treasurer to the treasurers of the member towns.

In the event the business session of the annual town meeting of any member town is to be held prior to April 29, the Committee shall adopt an annual maintenance and operating budget for the fiscal year following not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in any case, the Committee need not adopt such annual maintenance and operating budget prior to February 1.

WARRANT FOR THE TOWN MEETING
COMMONWEALTH OF MASSACHUSETTS

November 19, 1997

7:00 p.m.

HAMPDEN SS. To either of the Constables of the Town of Southwick in the County of Hampden.....

ARTICLE 10. To see if the Town will vote to amend or take any action thereon, the Southwick-Tolland Regional School District Agreement Section XI, Item C, which reads as follows:

“Tolland pupils in grades Kindergarten through 8 may be tuitioned into the Granville Schools, such tuition to be paid by the district.”

TO READ:“A Tolland pupil entering grades Kindergarten through 8 may be tuitioned into Granville Schools provided such pupil has a sibling who is currently tuitioned into Granville Schools, and such tuition shall be paid by the district.”

Requested by the Southwick-Tolland Regional School Committee

COMMONWEALTH OF MASSACHUSETTS
TOWN OF TOLLAND
WARRANT FOR THE ANNUAL TOWN MEETING
JUNE 2, 1997 – FISCAL YEAR 1998

25 Registered Voters

ARTICLE 32: To see if the Town will vote to amend the Southwick/Tolland Regional School Agreement as follows:

SECTION IX – PUPILS

- (C) A Tolland pupil entering grades kindergarten through eight (8) may be tuitioned into Granville Schools, provided such pupil has a sibling who is currently tuitioned into Granville Schools, and such tuition shall be paid by the district.

24 – approved

1 – opposed

Terry L. Walker
Town Clerk